

EXHIBIT D

RESTRICTIVE COVENANTS

RESTRICTIVE COVENANT

KITSAP COUNTY, BAINBRIDGE ISLAND LANDFILL

This Declaration of restrictive Covenant is made pursuant to RCW 70.105D030(1)(f) and (g) and WAC 173-340-440 by Kitsap County, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter “Ecology”).

A remedial action (hereafter “Remedial Action”) occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the Cleanup Action Plan, dated _____ located at Ecology’s Northwest Regional Office (NWRO) in Bellevue, Washington.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of certain hazardous substances which exceed the Model Toxics Control Act cleanup level for Soil established under WAC 173-340-740, as described in the Remedial Investigation/Feasibility Study for the Bainbridge Island Landfill dated November 1, 2000.

The undersigned, Kitsap County, is the fee owner of real property (hereafter “Property”) in the County of Kitsap, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as: Northeast ¼ Northwest ¼ of Section 33 Township 25 Range 02 WM

Situated in the County of Kitsap, State of Washington.

Kitsap County makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter “Owner”).

Section 1. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 2. Unless authorized by the Cleanup Action Plan or this Restrictive Covenant, any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 3. Unless authorized by the Cleanup Action Plan, the Owner will not withdraw groundwater from the Property.

Section 4. The Owner of the Property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the landfill footprint.

Section 6. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.